



INVITATION TO BID NO: 10-X-2217966

STATE OF ALABAMA  
DEPARTMENT OF FINANCE  
DIVISION OF PURCHASING

INVITATION TO BID

REQ. AGENCY : 047000  
SUPREME COURT OF ALABAMA  
AGENCY REQ. NO. : 072071  
T-NUMBER : TA772  
DATE ISSUED : 04/08/10  
VENDOR NO. :  
VENDOR PHONE NO. :  
SNAP REQ. NO. : 1438929  
BUYER NAME : RAY BRESSLER

FOR: CREDIT CARD SERVICE FLAT OR VARIABLE FEE  
MANDATORY PRE-BID CONFERENCE 04-20-10

BUYER PHONE NO. : (334) 242-4670-  
PURCHASING PHONE NO: (334) 242-7250

BID MUST BE RECEIVED BEFORE:  
DATE: 04/27/10 TIME: 5:00 PM

BIDS WILL BE PUBLICLY OPENED:  
DATE: 04/28/10 TIME: 10:00 AM

TO BE COMPLETED BY VENDOR

INFORMATION IN THIS SECTION SHOULD BE PROVIDED, AS APPROPRIATE. BID RESPONSE  
MUST BE IN INK OR TYPED WITH ORIGINAL SIGNATURE AND NOTARIZATION.

1. DELIVERY: CAN BE MADE \_\_\_\_\_ DAYS OR \_\_\_\_\_ WEEKS AFTER RECEIPT OF ORDER
2. TERMS: \_\_\_\_\_ (DISCOUNTS ARE TAKEN WITHOUT REGARD TO DATE OF PAYMENT.)
3. PRICE VALID FOR ACCEPTANCE WITHIN \_\_\_\_\_ DAYS.
4. VENDOR QUOTATION REFERENCE NUMBER, IF ANY: \_\_\_\_\_  
(THIS NUMBER WILL APPEAR ON THE PURCHASE ORDER.)
5. E-MAIL ADDRESS: \_\_\_\_\_  
INTERNET WEBSITE: \_\_\_\_\_
6. GENERAL CONTRACTOR'S LICENSE NO: \_\_\_\_\_  
TYPE OF G.C. LICENSE: \_\_\_\_\_

\*\*\*\*\* IMPORTANT NOTE: \*\*\*\*\*

BIDDERS MUST COMPLY WITH ALL "BID RESPONSE INSTRUCTIONS" ON PAGE 2, TO INCLUDE  
ITEM 7 - COPY REQUIREMENT.

RETURN INVITATION TO BID:

US MAIL

COURIER

STATE OF ALABAMA  
DEPARTMENT OF FINANCE  
DIVISION OF PURCHASING  
P O BOX 302620  
MONTGOMERY, AL 36130-2620

STATE OF ALABAMA  
DIVISION OF PURCHASING  
RSA UNION BUILDING  
100 N. UNION ST., SUITE 192  
MONTGOMERY, AL 36104

SIGNATURE AND NOTARIZATION REQUIRED

I HAVE READ THE ENTIRE BID AND AGREE TO FURNISH EACH ITEM OFFERED AT THE PRICE QUOTED.  
I HERBY AFFIRM I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS IN  
RESTRAINT OF FREEDOM OF COMPETITION BY AGREEMENT TO BID AT A FIXED PRICE OR TO  
REFRAIN FROM BIDDING.

SWORN TO AND

FEIN OR SSN

AUTHORIZED SIGNATURE (INK)

SUBSCRIBED BEFORE ME THIS

COMPANY NAME

TYPE/PRINT AUTHORIZED NAME

\_\_\_\_\_ DAY OF \_\_\_\_\_

MAIL ADDRESS

TITLE

NOTARY PUBLIC

CITY, STATE, ZIP

TOLL FREE NUMBER

TERM EXP: \_\_\_\_\_

PHONE INCLUDING AREA CODE

FAX NUMBER

STANDARD TERMS & CONDITIONS

VENDOR NAME :

VENDOR NUMBER: -

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INVITATION TO BID

OPEN DATE : 04/28/10 TIME: 10:00 AM

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AUTHORITY:

THE DEPARTMENT OF FINANCE CODE OF ADMINISTRATIVE PROCEDURE, CHAPTER 355-4-1 EFFECTIVE DECEMBER 20, 2001 IS INCORPORATED BY REFERENCE AND MADE A PART OF THIS DOCUMENT. TO RECEIVE A COPY CALL (334)242-7250, OR OUR WEBSITE WWW.PURCHASING.ALABAMA.GOV .

INFORMATION AND ASSISTANCE TO MINORITY AND WOMEN-OWNED BUSINESSES IN ACQUIRING M/WBE CERTIFICATION MAY BE OBTAINED FROM THE OFFICE OF MINORITY BUSINESS ENTERPRISE, 1-800-447-4191.

BID (ITB) RESPONSE INSTRUCTIONS

REV: 01/14/10

1. TO SUBMIT A RESPONSIVE BID, READ THESE INSTRUCTIONS, ALL TERMS, CONDITIONS AND SPECIFICATIONS.
2. BID ENVELOPES/PACKAGES/BOXES MUST BE IDENTIFIED ON FRONT, PREFERABLY LOWER LEFT CORNER AND BE VISIBLE WITH THE BID NUMBER AND OPENING DATE. EACH INDIVIDUAL BID (IDENTIFIED BY A UNIQUE BID NUMBER) MUST BE SUBMITTED IN A SEPARATE ENVELOPE. RESPONSES TO MULTIPLE BID NUMBERS SUBMITTED IN THE SAME ENVELOPE/COURIER PACKAGE, THAT ARE NOT IN SEPARATE ENVELOPES PROPERLY IDENTIFIED, WILL BE REJECTED. THE DIVISION OF PURCHASING DOES NOT ASSUME RESPONSIBILITY FOR LATE BIDS FOR ANY REASON INCLUDING THOSE DUE TO POSTAL, OR COURIER SERVICE. BID RESPONSES MUST BE IN THE DIVISION OF PURCHASING OFFICE PRIOR TO THE "RECEIVE DATE AND TIME" INDICATED ON THE BID.
3. BID RESPONSES (PAGE 1, PRICE SHEET AND ADDENDUMS (WHEN SIGNATURE IS REQUIRED)) MUST BE IN INK OR TYPED ON THIS DOCUMENT. OR EXACT FORMAT WITH SIGNATURES BEING HANDWRITTEN ORIGINALS IN INK (PERSON SIGNING BID, NOTARY, AND NOTARY EXPIRATION), OR THE BID WILL BE REJECTED. UNLESS INDICATED IN THE BID, ALL PRICE PAGES MUST BE COMPLETED AND RETURNED. IF AN ITEM IS NOT BEING BID, IDENTIFY IT AS NB (NO-BID). PAGES SHOULD BE SECURED. THE DIVISION OF PURCHASING DOES NOT ASSUME RESPONSIBILITY FOR MISSING PAGES. FAXED BID RESPONSES WILL NOT BE ACCEPTED.
4. THE UNIT PRICE ALWAYS GOVERNS REGARDLESS OF THE EXTENDED AMOUNT. A UNIT PRICE CHANGE ON A LINE MUST BE INITIALED BY THE PERSON SIGNING THE BID, OR THAT LINE WILL BE REJECTED. THIS INCLUDES A CROSS-OUT, STRIKE-OVER, INK-OVER, WHITE-OUT, ERASURE, OR ANY OTHER METHOD CHANGING THE PRICE.
5. A "NO BID" MUST BE RETURNED TO REMAIN ON A CLASS/SUBCLASS. RETURN PAGE 1 OR NOTIFICATION PAGE MARKED "NO-BID". IDENTIFY IT ON THE ENVELOPE AS A "NO-BID". FAILING TO RESPOND TO 3 ITB'S WITHIN THE SAME CLASS/SUBCLASS WILL AUTOMATICALLY PURGE THE VENDOR FROM THAT CLASS/SUBCLASS. RESPONDING WITH 6 "NO-BIDS" WITHIN THE SAME CLASS/SUBCLASS WILL AUTOMATICALLY PURGE THE VENDOR FROM THAT CLASS/SUBCLASS. A "NO-BID" RECEIVED LATE IS CONSIDERED A NO RESPONSE.
6. THE DIVISION OF PURCHASING IS NOT RESPONSIBLE FOR MISINTERPRETATION OF DATA FAXED FROM THIS OFFICE.
7. THE DIVISION OF PURCHASING REQUIRES AN ORIGINAL AND A MINIMUM OF ONE COMPLETE EXACT COPY (TO INCLUDE SIGNATURE AND NOTARY) OF THE INVITATION-TO-BID RESPONSE. THE ORIGINAL AND THE COPY SHOULD BE SUBMITTED TOGETHER AS A BID PACKAGE. FAILURE TO MARK RESPONSES AS "ORIGINAL" AND/OR "COPY" COULD RESULT IN THE ENTIRE BID RESPONSE BEING REJECTED.
8. AN IMPROPERLY SUBMITTED BID, LATE BID, OR BID THAT IS CANCELLED ON OR BEFORE THE OPENING DATE WILL BE HELD FOR 90 DAYS AND THEN DESTROYED. THE BID MUST BE RETRIEVED DURING REGULAR WORK HOURS, MONDAY - FRIDAY, EXCEPT STATE HOLIDAYS. AFTER THE BID IS DESTROYED, THE DIVISION OF PURCHASING ASSUMES NO RESPONSIBILITY FOR THE DOCUMENT.

DISQUALIFIED/CANCELLED BID

BIDS THAT ARE IMPROPERLY SUBMITTED OR RECEIVED LATE WILL BE A RESPONSE FOR RECORD, BUT WILL NOT BE RETURNED OR A NOTIFICATION MAILED.

THE FOLLOWING IS A PARTIAL LIST WHEREBY A BID RESPONSE WILL BE DISQUALIFIED:

BID NUMBER NOT ON FACE OF ENVELOPE/COURIER PACKAGE/BOX  
RESPONSES TO MULTIPLE BID NUMBERS IN SAME ENVELOPE NOT PROPERLY IDENTIFIED  
BID RECEIVED LATE  
BID NOT SIGNED/NOT ORIGINAL SIGNATURE  
BID NOT NOTARIZED/NOT ORIGINAL SIGNATURE OF NOTARY AND/OR NO NOTARY EXPIRATION  
NOTARIZED OWN SIGNATURE  
REQUIRED INFORMATION NOT SUBMITTED WITH BID  
FAILURE TO SUBMIT THE ORIGINAL BID AND A COMPLETE EXACT COPY

CERTIFICATION PURSUANT TO ACT NO. 2006-557

ALABAMA LAW (SECTION 41-4-116, CODE OF ALABAMA 1975) PROVIDES THAT EVERY BID SUBMITTED AND CONTRACT EXECUTED SHALL CONTAIN A CERTIFICATION THAT THE VENDOR, CONTRACTOR, AND ALL OF ITS AFFILIATES THAT MAKE SALES FOR DELIVERY INTO ALABAMA OR LEASES FOR USE IN ALABAMA ARE REGISTERED, COLLECTING, AND REMITTING ALABAMA STATE AND LOCAL SALES, USE, AND/OR LEASE TAX ON ALL TAXABLE SALES AND LEASES INTO ALABAMA. BY SUBMITTING THIS BID, THE BIDDER IS HEARBY CERTIFYING THAT THEY ARE IN FULL COMPLIANCE WITH ACT NO. 2006-557, THEY ARE NOT BARRED FROM BIDDING OR ENTERING INTO A CONTRACT PURSUANT TO 41-4-116, AND ACKNOWLEDGES THAT THE AWARDING AUTHORITY MAY DECLARE THE CONTRACT VOID IF THE CERTIFICATION IS FALSE.

SPECIAL TERMS & CONDITIONS

VENDOR NAME :

VENDOR NUMBER: -  
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INVITATION TO BID

#### INTENT TO AWARD

EFFECTIVE MAY 1, 2008, THE STATE OF ALABAMA - DIVISION OF PURCHASING WILL ISSUE AN 'INTENT TO AWARD' BEFORE A FINAL AWARD IS MADE. THE 'INTENT TO AWARD' WILL CONTINUE FOR A PERIOD OF FIVE (5) CALENDAR DAYS, AFTER WHICH A PURCHASE ORDER WILL BE PRODUCED. UPON FINAL AWARD, ALL RIGHTS TO PROTEST ARE FORFEITED. A DETAILED EXPLANATION OF THIS PROCESS MAY BE REVIEWED IN THE ALABAMA ADMINISTRATIVE CODE - CHAPTER 355-4-1(14).

#### ALTERNATE BID RESPONSE

UNLESS STATED ELSEWHERE IN THIS INVITATION-TO-BID (ITB) THE STATE OF ALABAMA WILL ACCEPT AND EVALUATE ALTERNATE BID SUBMITTALS ON ANY ITB'S. ALTERNATE BID RESPONSES WILL BE EVALUATED ACCORDING TO THE REQUIREMENTS AS ALL OTHER RESPONSES TO THIS ITB.

#### INTERNET WEBSITE LINK'S

INTERNET AND/OR WEBSITE LINKS WILL NOT BE ACCEPTED IN BID RESPONSES AS A MEANS TO SUPPLY ANY REQUIREMENTS STATED IN THIS ITB (INVITATION-TO-BID).

#### PRODUCT DELIVERY, RECEIVING AND ACCEPTANCE

IN ACCORDANCE WITH THE UNIVERSAL COMMERCE CODE (CODE OF ALABAMA, TITLE 7), AFTER DELIVERY, THE STATE OF ALABAMA HAS THE RIGHT TO INSPECT ALL PRODUCTS BEFORE ACCEPTING. THE STATE WILL INSPECT PRODUCTS IN A REASONABLE TIMEFRAME. SIGNATURE ON A DELIVERY DOCUMENT DOES NOT CONSTITUTE ACCEPTANCE BY THE STATE. THE STATE WILL ACCEPT PRODUCTS ONLY AFTER SATISFACTORY INSPECTION.

#### SALES TAX EXEMPTION

PURSUANT TO THE CODE OF ALABAMA, 1975, TITLE 40-23-4 (A) (11), THE STATE OF ALABAMA IS EXEMPT FROM PAYING SALES TAX. AN EXEMPTION LETTER WILL BE FURNISHED UPON REQUEST.

#### INVOICES

INQUIRIES CONCERNING PAYMENT AFTER INVOICES HAVE BEEN SUBMITTED ARE TO BE DIRECTED TO THE RECEIVING AGENCY, NOT THE DIVISION OF PURCHASING

#### BID RESPONSES AND BID RESULTS

UNEVALUATED BID RESPONSES (NOT BID RESULTS) ARE AVAILABLE ON OUR WEB SITE AT WWW.PURCHASING.ALABAMA.GOV. BID RESULTS WILL BE MADE AVAILABLE FOR REVIEW IN THE DIVISION OF PURCHASING OFFICE, BUT ONLY AFTER THE BID HAS BEEN AWARDED. WE DO NOT FAX OR MAIL COPIES OF BID RESULTS. IF A VENDOR WISHES TO REVIEW BID RESULTS IN OUR OFFICE, THEY SHOULD FAX THEIR REQUEST TO REVIEW THE BID TWO DAYS IN ADVANCE TO THE "BID REVIEW CLERK" AT (334) 242-4419. BE SURE TO REFERENCE THE BID NUMBER.

#### FOREIGN CORPORATION - CERTIFICATE OF AUTHORITY

ALABAMA LAW PROVIDES THAT A FOREIGN CORPORATION (AN OUT-OF-STATE COMPANY/FIRM) MAY NOT TRANSACT BUSINESS IN THE STATE OF ALABAMA UNTIL IT OBTAINS A CERTIFICATE OF AUTHORITY FROM THE SECRETARY OF STATE. SECTION 10-2B-15.01, CODE OF ALABAMA 1975. TO OBTAIN FORMS FOR A CERTIFICATE OF AUTHORITY, CONTACT THE SECRETARY OF STATE, CORPORATIONS DIVISION, (334) 242-5324. THE CERTIFICATE OF AUTHORITY DOES NOT KEEP THE VENDOR FROM SUBMITTING A BID.

#### BID IDENTIFICATION

REFERENCE PAGE 2, ITEM 2. DUE TO THE POSTAL SERVICE PUTTING BAR CODE LABELS ON ENVELOPES, IT CONCEALS THE BID NUMBER AND DATE IF THE VENDOR HAS WRITTEN THEM OTHER THAN THE LOWER LEFT CORNER, THEREFORE THE BID WOULD BE REJECTED FOR NOT BEING PROPERLY IDENTIFIED.

SPECIAL TERMS & CONDITIONS

VENDOR NAME :

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INVITATION TO BID

AWARD:

THE AWARD SHALL BE MADE TO THE LOWEST RESPONSIBLE BIDDER MEETING ALL SPECIFICATIONS. BIDS WILL BE EVALUATED BY ESTIMATED NUMBER OF ANNUAL TRANSACTIONS AND ESTIMATED TOTAL DOLLAR AMOUNT CHARGED ANNUALLY. ESTIMATES WILL BE SEALED AND PLACED IN BID FILE UNTIL BID OPENING. EVALUATION WILL BE DONE AS DESCRIBED ON PRICE SHEET. AGENCY WILL CHOOSE ONE LINE ITEM TO AWARD AFTER EVALUATION OF BID DETERMINES LOWEST COST LINE ITEM FROM ALL BIDS SUBMITTED.

ASSIGNMENT OF CONTRACT:

TO ASSIGN, SUBLET OR TRANSFER ANY CONTRACT RESULTING FROM THIS SOLICITATION, THE VENDOR'S WRITTEN REQUEST MUST BE APPROVED BY THE STATE PURCHASING DIRECTOR.

NON-APPROPRIATION OF FUNDS:

CONTINUATION OF ANY AGREEMENT BETWEEN THE STATE AND A BIDDER BEYOND A FISCAL YEAR IS CONTINGENT UPON CONTINUED LEGISLATIVE APPROPRIATION OF FUNDS FOR THE PURPOSE OF THIS BID AND ANY RESULTING AGREEMENT. NON-AVAILABILITY OF FUNDS AT ANY TIME SHALL CAUSE ANY AGREEMENT TO BECOME VOID AND UNENFORCEABLE AND NO LIQUIDATED DAMAGES SHALL ACCRUE TO THE STATE AS A RESULT. THE STATE WILL NOT INCUR LIABILITY BEYOND THE PAYMENT OF ACCRUED AGREEMENT PAYMENT.

PRORATION:

ANY PROVISION OF A CONTRACT RESULTING FROM THIS BID TO THE CONTRARY NOTWITHSTANDING, IN THE EVENT OF FAILURE OF THE STATE TO MAKE PAYMENT HEREUNDER AS A RESULT OF PARTIAL UNAVAILABILITY, AT THE TIME SUCH PAYMENT IS DUE, OF SUCH SUFFICIENT REVENUES OF THE STATE TO MAKE SUCH PAYMENT (PRORATION OF APPROPRIATED FUNDS FOR THE STATE HAVING BEEN DECLARED BY THE GOVERNOR PURSUANT TO SECTION 41-4-90 OF THE CODE OF ALABAMA 1975), THE CONTRACTOR SHALL HAVE THE OPTION, IN ADDITION TO THE OTHER REMEDIES OF THE CONTRACT, OF RENEGOTIATING THE CONTRACT (EXTENDING OR CHANGING PAYMENT TERMS OR AMOUNTS) OR TERMINATING THE CONTRACT.

BLANK LINES:

TO EVALUATE THE BID IN AN EFFICIENT MANNER, THE VENDOR SHOULD FILL-IN ALL BLANK LINES APPLICABLE TO A SPECIFIC COMMODITY DESCRIPTION.

REQUESTED INFORMATION:

ANY ADDITIONAL INFORMATION REQUESTED FROM A VENDOR MUST BE FURNISHED WITHIN TEN (10) DAYS FROM RECEIPT OF REQUEST.

SPECIAL TERMS & CONDITIONS

VENDOR NAME :

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INVITATION TO BID

THE FOLLOWING CONFERENCES WILL BE HELD

CONFERENCE

LOCATION

MANDATORY PRE-BID CONFERENCE

DATE: 04/20/10

TIME: 10:00 AM

ST OF ALA DEPT FIN/ PURCHASING

RSA UNION BLDG - SUITE 192

100 N UNION ST

MONTGOMERY AL 36104

PRICE SHEET

VENDOR NAME :

VENDOR NUMBER:

ITB NO. : 10-X-2217966

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OPEN DATE : 04/28/10 TIME: 10:00 AM

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INVITATION TO BID

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
UNLESS SPECIFIED OTHERWISE BELOW: SHIP TO: 047000 / 047M01 SUPREME COURT OF ALABAMA SUPREME COURT 300 DEXTER AVE. MONTGOMERY AL 36104-3741					
00001	COMMODITY CODE: 946-35-000000 CREDIT/DEBIT CARD, CHARGE CARD SERVICE FLAT FEE PER TRANSACTION, MUST PROVIDE CHARGE PER TRANSACTION BELOW: \$ _____ /FEE CHARGED EACH TRANSACTION	1	LT	_____	_____
00002	COMMODITY CODE: 946-35-000000 CREDIT/DEBIT CARD, CHARGE CARD SERVICE VARIABLE FEE BASED ON PERCENTAGE OF EACH TRANSACTION, MUST PROVIDE PERCENT CHARGE FOR EACH TRANSACTION AMOUNT BELOW:	1	LT	_____	_____

\_\_\_\_\_ % CHARGED ON DOLLAR AMOUNT OF  
EACH TRANSACTION  
( I.E. 2 % WOULD BE FIGURED AS FOLLOWS  
.02 X \$ AMOUNT OF TRANSACTION. NOTE THAT  
BIDDER WILL ENTER FIGURE AS PER CENT %  
AND NOT DECIMAL EQUIVALENT.)

AWARD WILL BE FIGURED WITH ESTIMATED  
NUMBER OF TRANSACTIONS (LINE 00001)  
AND ESTIMATED TOTAL DOLLAR AMOUNT  
(LINE 00002) FOR AGENCY'S ESTIMATED  
ANNUAL AMOUNT OF TRANSACTIONS AND DOLLAR  
AMOUNT OF ALL TRRANSACTIIONS FOR ONE YEAR  
(ESTIMATES WILL BE SEALED AND PROVIDED  
TO BUYER WHO WILL PLACE IN BID FILE  
UNTIL BID OPENING WHEN ESTIMATES WILL  
BE READ PUBLICLY.) AGENCY MAY CHOOSE TO  
AWARD WITH TRANSACTION FEE (LINE 00001)  
OR PER CENT CHARGE (LINE 00002) - ONE  
METHOD THAT PROVIDES LOWER COST.

BIDDER MAY PROVIDE PRICING FOR EITHER  
LINE ITEM ABOVE OR BOTH LINE ITEMS.

REMEMBER TO RETURN ORIGINAL BID AND ONE  
COMPLETE EXACT COPY OF ORIGINAL BID TO  
PURCHASING.

NOTE: BIDDER DOES NOT HAVE TO PROVIDE  
UNIT PRICE/ EXTENDED AMOUNT FOR THIS  
ITB. JUST FILL-IN TRANSACTION FEE \$  
AMOUNT (LINE 00001) OR PERCENTAGE %  
FIGURE ON DOLLAR AMOUNT (LINE 00002)  
OR FILL-IN BOTH BLANK LINES (LINES  
00001 & 00002 ABOVE).

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MANDATORY PRE-BID CONFERENCE 04-20-10  
AT 10:00 AM IN RSA UNION BLDG / STE 192  
100 N UNION ST MONTGOMERY, ALABAMA.

PAGE TOTAL

PRICE SHEET

VENDOR NAME :

VENDOR NUMBER:

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INVITATION TO BID

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RETURN DATE: 04/27/10 TIME: 5:00 PM

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY UNIT	UNIT PRICE	EXTENDED AMOUNT
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PAGE TOTAL

BID TOTAL

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## **Specifications For Banking And Credit Card Services To Be Provided To The Appellate Courts of Alabama**

### **1. Banking Services to be provided:**

- a. Public funds will be deposited on a regular basis to the credit of the Alabama Appellate Courts (AAC) in an interest-bearing account with the Contractor. Such funds must be made available to the AAC for distribution within 24 hours of deposit;
- b. The AAC will periodically provide the Contractor, in an agreed upon electronic format, details requesting distribution of the funds. The Contractor will cause checks to be generated and distributed pursuant to the AAC's request. Delivery of the checks may occur by hand delivery or U.S. Mail.

The AAC has attached information and estimates as to the nature of the anticipated deposits and withdrawals; however, said information is provided as background information only and is a non-binding estimate;

- c. Contractor agrees to provide the AAC with access to online tracking information so that the AAC may reconcile deposits and distributions from the account at no additional charge to the AAC;
- d. In the event a distribution fails to reach an intended recipient, the Contractor agrees to accept and honor any oral instructions from the AAC, to be followed by electronic or written confirmation, regarding the need to "stop payment" or dishonor any checks issued by the Contractor at no additional cost to the AAC;
- e. Contractor agrees to utilize the highest yield available interest-bearing account(s) for depositing and/or disbursing the funds in the account. Interest payments shall be disbursed pursuant to the instructions of the AAC;
- f. Contractor agrees to comply with all state and federal laws, rules, and regulations regarding transactions contemplated by this invitation to bid (ITB) and any Contract that may result from this ITB, including requirements as to fund collateralization; and

### **2. Credit Card Services to be provided:**

- a. Contractor agrees to provide the AAC with the services necessary to allow the AAC to complete financial transactions using credit cards, debit cards, or bank check cards



(CD&B)<sup>1</sup> across the Internet through websites under the control and management of the AAC;

- b. Contractor agrees to provide the AAC with the means necessary to communicate and exchange information with the Contractor through a secure web services connection that does not require information regarding the purchaser's CD&B account be maintained on the AAC's computer systems, but is collected and maintained by the Contractor to the extent as is required to fulfil the requirements of this ITB and any Contract that may result from this ITB;
- c. Contractor agrees to provide the AAC with two methods of collecting the purchaser's CD&B information and completing the intended financial transaction. The services to be provided to the AAC by the Contractor include, but may not be limited to:

- i. Point of Sale - Pay As You Go Transactions

Contractor agrees to provide the AAC with a secure web services interface through which the AAC may: 1) allow the purchaser to enter and submit the necessary data regarding their CD&B account to the Contractor; 2) provide the Contractor with a unique Transaction Identification Number; and 3) provide the Contractor with the total amount of the transaction at the point in which the sale or purchase is to be completed.

Upon submission, the Contractor will immediately return a Transaction Verification Number that will indicate that the transaction was successfully completed for the specified amount or a predetermined value which will indicate to the AAC that the transaction failed.

- ii. Tokenized Account Registration and Associated Transactions

Contractor agrees to provide the AAC with a secure web services interface similar to that described for "Point of Sale - Pay As You Go Transactions" through which the AAC users may register or tokenize their CD&B account with the Contractor. The purpose for registering or tokenizing their CD&B account is to allow users to complete periodic financial transactions without the necessity of re-entering their account information at the point of each transaction. Contractor agrees that the user's CD&B account information

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<sup>1</sup> This ITB anticipates that the types of credit and debit cards that will be accepted under the terms of this proposal will be limited to Mastercard, Visa, Bank Debit, and Bank Check Cards. In the event the parties to any Contract that may result from this ITB agree to amend the Contract and begin accepting Discover, American Express, or any other type card not specifically specified herein, the terms and conditions of the amendment must have the written approval of both the AAC and the Contractor and shall serve as an addendum to the Contract.

will be stored and maintained in a secure manner so as to prevent any unnecessary exposure or risk to the user. Contractor further agrees that this process will not require any portion of the users CD&B account information be stored or maintained on the AAC's system.

When a user chooses to register or tokenize their CD&B account information with the Contractor, the AAC will provide the Contractor with a unique User Account Number for the user. Upon registering or tokenizing the user's CD&B account, the Contractor will immediately return a confirmation or "token" number to indicate that the registration or tokenization process was successful or a predetermined value which will indicate to the AAC that the registration or tokenization failed.

Upon the successful registration or tokenization of the user's account, the AAC will be able to submit periodic transaction request on the user's behalf to the Contractor by submitting the user's Account or Token Identification Number, along with the total amount of the desired transaction by a secure web services connection. Upon submission, the Contractor will immediately return a Transaction Verification Number that will indicate that the transaction was successfully completed for the specified amount or a predetermined value which will indicate to the AAC that the transaction failed.

Contractor further agrees to provide the AAC with a means by which to submit requests through a secure web services connection to allow the AAC to periodically request verification that the tokenized CD&B account is still valid and may be used for future transactions.

Contractor agrees to provide a similar secure interface by which the user may edit or terminate their registered or tokenized CD&B account with the Contractor. Upon either of these events, the Contractor will provide the AAC with the relevant information regarding the ACC user's edited or terminated account.

- d. Contractor agrees to cause a descriptive identifier, as approved by the AAC, to be included on purchasers' CD&B statements for each AAC related transaction so as to adequately identify the nature of the financial transaction;
- e. Contractor agrees that any information about the Contractor appearing on the secure interface that is displayed to users or purchasers pursuant to this ITB, or any Contract that may result from this ITB, shall be first approved by the AAC;
- f. Funds collected as a result of any financial transaction shall be immediately deposited into the interest-bearing account(s) described in Section 1 above;

- g. Contractor agrees to indemnify the AAC from any and all liability that may result from the Contractor's failure to safely store and protect CD&B account information or from the Contractor's failure to comply with any of the terms or requirements specified in this ITB or any Contract that may result from this ITB; and
- h. Contractor agrees that any information obtained through the AAC as a result of any Contract resulting from this ITB will be retained in complete confidence and privacy and may not be used for any purpose other than is necessary to complete the intended transactions and may not be used in any attempt to solicit or market any services that may be offered by the Contractor or provided to other entities without the express written approval of the AAC;

### **3. Contract Period**

- a. Any Contract resulting from this ITB shall be for an initial period of 12 months, with an option to extend for a second, third, fourth and fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth and fifth 12 month periods, if agreed upon by both parties, would begin the day after the first, second, third, or fourth 12 month period expires. Any successive extension must have the written approval of both the AAC and Contractor no later than 30 days prior to expiration of the previous 12 month period.

### **4. Termination of the Contract**

- a. Any Contract resulting from this ITB may be terminated by the AAC by giving thirty (30) days written notice to the Contractor of the AAC's intent to terminate. Any obligations incurred prior to the date of the termination shall remain in full force and effect and not be affected by said termination.

### **5. Service Fees**

- a. Payment under the Contract will be limited to either a flat fee for each transaction or a variable fee based upon a percentage of the total amount of each transaction. No additional fees or charges will be authorized or paid; and
- b. Contractors interested in responding to this ITB should submit their proposed fee structure in two forms: 1) as a flat fee for each transaction; and 2) as a variable fee based upon a percentage of the total amount of each transaction. The AAC reserves the right to award any Contract that may result from this ITB based upon either fee structure. The option of selecting one fee structure over the other for the purpose of awarding any contract that may result from this ITB shall be at the sole discretion of the AAC.

**6. General Provisions**

- a. Any Contract resulting from this ITB shall be construed in accordance with the laws of the State of Alabama. Any terms or provisions of said Contract determined to be invalid shall be ineffective only to the extent of such invalidity and shall not affect the remainder of the terms or provisions of the Contract;
- b. Contractor agrees to furnish the name, address, and telephone number of a single individual to serve as the single point-of-contact for the project management team responsible for all inquiries related to any Contract resulting from this ITB;
- c. The Contractor shall not assign its interest in any Contract resulting from this ITB without written consent thereto by the AAC; and
- d. The AAC reserves the right to reject all bids.

## **Background Information Regarding Projected Transactions and Distributions**

The Appellate Courts of Alabama plan to execute financial transactions with entities across the Internet utilizing websites that are under the Court's control and management. Specific websites many include, but are not limited to, <http://judicial.alabama.gov> and <http://acis.alabama.gov>.

Projected financial transactions may occur as a result of one or more of the following events:

1. Users may purchase copies of documents online. The Supreme Court has approved a fee of \$.10 per page, with a minimum transaction fee of \$5.00, for the electronic purchase of copies online;
2. Users may purchase case tracking services online. The Supreme Court has approved a fee of \$25 per case to receive daily electronic notices containing case tracking information in cases;
3. Users may pay filing fees online. The filing fees associated with cases filed in the Appellate Courts are \$150 and \$200, depending on the type of case; and
4. Users may subscribe to a re-occurring monthly subscription service. The Supreme Court has approved a plan to provide attorneys with a number of online information services through re-occurring monthly pre-paid or subscription plans. Re-occurring subscription fees will range from \$35 to \$65 per month, depending on the level and volume of services an attorney desires to purchase.

Attorneys from within the same firm will be allowed to "pool" their subscriptions and pay by a monthly lump sum. For example, if three attorneys in the same firm choose to subscribe at the minimum level of \$35 per month and pool their accounts, a single re-occurring monthly fee of \$105 will be billed to their credit or debit account each month.

Otherwise, each subscriber will be billed monthly for their individual subscription.

Attorneys will be allowed to function without a subscription on a "Pay As You Go Basis".

We currently have approximately 3,000 attorneys registered to use our existing online service which allows attorneys to e-file documents with the Appellate Courts. All of these accounts will be "rolled over" into the new system. We do not have projections as to how many of those will choose to function on a "Pay As You Go Basis" or how many will choose to purchase services by subscription.

Filing Fees will likely be distributed on a bi-weekly basis. At present, we anticipate that subscription fees and fees collected from the sale of copies will be distributed either monthly or quarterly.

At present, we anticipate funds being distributed among five (5) separate agencies.